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SPECIAL CIVIL APPLICATION NO.3250 OF 1995

CORAM : N N MATHUR, J.

(Date: March 15, 1996)

ORAL ORDER

By way of this Special Application, the petitioner seeks direction to stay the tender notice issued in the Indian Express on 29.3.1995. The Chief Engineer (Gen.), Gujarat Electricity Board: TPS:, Gandhinagar has invited tenders from registered, experienced contractors for "Annual Contract for attending running repairs scheduled, preventive and breakdown maintenance. The say of the petitioner is that he was awarded the contract by order dated 25.10.1994 to provide maintenance contract of locomotives at Gandhinagar Thermal Power Station for the period from 29.12.1994 to 28.12.1996 for two years. However, the said contract was cancelled by order of Chief Engineer (Gen.) dated 17.11.1994. The petitioner made a representation requesting the respondents to reconsider the decision. The competent authority reviewed the earlier decision and decided to continue the order for a period of three months only.

2. The contention of the petitioner is that since the contract has been given for two years which expires on 28.12.1996 and as such new tenders cannot be invited.

3. A detailed reply has been filed by the Gujarat Electricity Board, in which it is pointed out that before the actual work under the contract commenced, it was brought to the notice of the Head Office that the work order was placed with party which did not satisfy the pre-qualifying condition, and therefore, instructions were issued not to process the said work order. It is also pointed out that the

representation of the petitioner was considered and was allowed to work for a period of three months. The petitioner accepted the decision of the competent authority reviewing the earlier decision. The petitioner has been paid proportionate security deposit for the work for three months @ Rs.17,570/- . The petitioner has also completed the work within the period of three months. It is also pointed out that even in the original contract, it was clearly mentioned that "this order is for three months as trial basis and if the order work is found satisfactory, the order will continue for two years." It is also pointed out that all the final bills submitted by the petitioner have been settled and full and final payment has been made of Rs.94,190.50 by cheque dated 1.1.1996 which has been duly accepted by the petitioner. The petitioner has also been intimated to collect the security deposit money.

4. Considering the facts of the case that the earlier order was cancelled on 17.11.1994 and the same has not been challenged, no illegality can be found in inviting fresh tenders. The petitioner cannot be permitted at this stage to amend the petition and challenge the order dated 17.11.1994 after a delay of more than a year, more particularly, when he has accepted the decision of the competent authority reviewing the earlier decision granting 3 month's contract.

5. In view of the aforesaid, I am not inclined to interfere in the matter under Article 226 of the Constitution of India. This Special Civil Application is accordingly rejected. Notice discharge. The ad-interim relief stands vacated.

Date: 15.3.1996 (N N MATHUR, J.)

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